

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

BRIDGESTONE SPORTS CO., LTD.,
and BRIDGESTONE GOLF, INC.,

Plaintiffs,

v.

ACUSHNET COMPANY,

Defendant.

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C. A. No. 05-132 (JJF)

ACUSHNET COMPANY'S PROPOSED FORM OF JURY VERDICT

We, the jury, find as follows:

I. INFRINGEMENT OR NON-INFRINGEMENT OF BRIDGESTONE'S PATENTS

A. *The '791 Patent*

QUESTION 1: Has Bridgestone proven by a preponderance of the evidence that any or all of the following Pro V1 and Pro V1x golf ball models infringe any or all of the claims 11, 13, 16 and 26 of the '791 patent?

Ball Model	Claim 11		Claim 13	
	YES	NO	YES	NO
Pro V1 2003-04 (◀•Pro V1 392•▶)				
Pro V1 2005-06 (◀Pro V1-392▶)				
Pro V1x 2003-04 (◀•Pro V1x 332•▶)				
Pro V1x 2005-06 (◀Pro V1x-332▶)				
Ball Model	Claim 16		Claim 26	
	YES	NO	YES	NO
Pro V1 2003-04 (◀•Pro V1 392•▶)				
Pro V1 2005-06 (◀Pro V1-392▶)				
Pro V1x 2003-04 (◀•Pro V1x 332•▶)				
Pro V1x 2005-06 (◀Pro V1x-332▶)				

Please answer "YES" or "NO" for each claim and for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone.

A "NO" answer is an answer for Acushnet.

B. The '707 Patent

QUESTION 2: Has Bridgestone proven by a preponderance of the evidence that any or all of the following Pro V1 golf ball models infringe claim 1 of the '707 patent?

Ball Model	<i>Claim 1</i>	
	YES	NO
Pro V1 2000-01 (Pro V1 392)		
Pro V1 2001 (Pro V1 392 stretched)		
Pro V1 2002 (◀Pro V1•392▶)		

Please answer "YES" or "NO" for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone.

A "NO" answer is an answer for Acushnet.

C. The '834 Patent

QUESTION 3: Has Bridgestone proven by a preponderance of the evidence that any or all of the following NXT, DT So/Lo, PTS So/Lo and Pinnacle Exception golf ball models infringe claim 1 of the '834 patent?

Ball Model	<i>Claim 1</i>	
	YES	NO
NXT 2003-04 (◀NXT▶)		
NXT 2005-06 (◀-NXT-▶)		
DT & PTS So/Lo 2003-04 (DT So/Lo/PTS So/Lo)		
DT & PTS So/Lo 2005-06 (◀DT So/Lo▶/◀PTS So/Lo▶)		
Exception 2003-05 (airfoil logo)		
Exception 2005-06 (EXCEPTION)		

Please answer "YES" or "NO" for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone.

A "NO" answer is an answer for Acushnet.

D. The '817 Patent

QUESTION 4: Has Bridgestone proven by a preponderance of the evidence that any or all of the following NXT Tour, DT So/Lo, PTS So/Lo and Pinnacle Exception golf ball models infringe claim 1 of the '817 patent?

Ball Model	<i>Claim 1</i>	
	YES	NO
NXT Tour 2002 (◀NXT•Tour▶)		
NXT Tour 2003-04 (◀NXT Tour▶)		
NXT Tour 2005-06 (◀NXT-Tour▶)		
DT & PTS So/Lo 2003-04 (DT So/Lo/PTS So/Lo)		
DT & PTS So/Lo 2005-06 (◀DT So/Lo▶/◀PTS So/Lo▶)		
Exception 2003-05 (airfoil logo)		
Exception 2005-06 (EXCEPTION)		

Please answer "YES" or "NO" for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone.

A "NO" answer is an answer for Acushnet.

E. The '852 Patent

QUESTION 5: Has Bridgestone proven by a preponderance of the evidence that any or all of the following Pro V1, Pro V1x and Pro V1* (star) golf ball models infringe any or all of the claims 1, 6 and 7 of the '852 patent?

	<i>Claim 1</i>		<i>Claim 6</i>		<i>Claim 7</i>	
	YES	NO	YES	NO	YES	NO
Pro V1 2000-01 (Pro V1 392)						
Pro V1 2001 (Pro V1 392 stretched)						
Pro V1 2002 (◀Pro V1•392▶)						
Pro V1 2003-04 (◀•Pro V1 392•▶)						
Pro V1 2005-06 (◀Pro V1-392▶)						
Pro V1x 2003-04 (◀•Pro V1x 332•▶)						
Pro V1x 2005-06 (◀Pro V1x-332▶)						
Pro V1* 2002 (◀Pro V1* 392▶)						

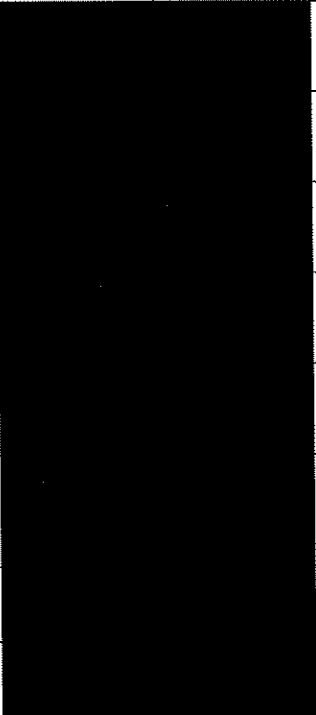
Please answer "YES" or "NO" for each claim and for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone.

A "NO" answer is an answer for Acushnet.

F. The '652 Patent

QUESTION 6: Has Bridgestone proven by a preponderance of the evidence that any or all of the following Pro V1, Pro V1x, Pro V1* (star), NXT, NXT Tour, DT So/Lo, PTS So/Lo and Pinnacle Exception golf ball models infringe any or all of the claims 1, 5 and 9 of the '652 patent? Note: You are not required to address whether certain balls infringe claim 5, where that section is blacked out.

Ball Model	Claim 1		Claim 5		Claim 9	
	YES	NO	YES	NO	YES	NO
Pro V1 2003-04 (◀•Pro V1 392•▶)						
Pro V1 2005-06 (◀Pro V1-392▶)						
Pro V1x 2003-04 (◀•Pro V1x 332•▶)						
Pro V1x 2005-06 (◀Pro V1x-332▶)						
Pro V1* 2002 (◀Pro V1* 392▶)						
NXT 2003-04 (◀NXT▶)						
NXT 2005-06 (◀-NXT -▶)						
NXT Tour 2003-04 (◀NXT Tour▶)						
NXT Tour 2005-06 (◀NXT-Tour▶)						
DT & PTS So/Lo 2003-04 (DT So/Lo/PTS So/Lo)						
DT & PTS So/Lo 2005-06 (◀DT So/Lo▶/◀PTS So/Lo▶)						
Exception 2003-05 (airfoil logo)						
Exception 2005-06 (EXCEPTION)						

Please answer "YES" or "NO" for each claim and for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone.

A "NO" answer is an answer for Acushnet.

G. The '961 Patent

QUESTION 7: Has Bridgestone proven by a preponderance of the evidence that the following Pro V1 golf ball model infringes claim 2 of the '961 patent?

Ball Model	Claim 2	
	YES	NO
Pro V1 2005-06 (◀Pro V1-392▶)		

Please answer "YES" or "NO" for the golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone.

A "NO" answer is an answer for Acushnet.

II. INVALIDITY OR VALIDITY OF BRIDGESTONE'S PATENTS

A. *The '707 Patent*

QUESTION 8: Has Acushnet proven by clear and convincing evidence that claim 1 of Bridgestone's '707 patent is invalid as obvious?

	YES	NO
Claim 1		

A "YES" answer is a finding for Acushnet.

A "NO" answer is a finding for Bridgestone.

B. The '834 Patent

QUESTION 9(a): Has Acushnet proven by clear and convincing evidence that claim 1 of Bridgestone's '834 patent is invalid as anticipated or obvious?

	YES	NO
Claim 1		

QUESTION 9(b): Has Acushnet proven by clear and convincing evidence that claim 1 of the '834 is indefinite, or not enabled by the specifications?

	YES	NO
Claim 1		

A "YES" answer is a finding for Acushnet.

A "NO" answer is a finding for Bridgestone.

C. The '817 Patent

QUESTION 10: Has Acushnet proven by clear and convincing evidence that claim 1 of Bridgestone's '817 patent is invalid as anticipated or obvious?

	YES	NO
Claim 1		

A "YES" answer is a finding for Acushnet.

A "NO" answer is a finding for Bridgestone.

D. The '852 Patent

QUESTION 11: Has Acushnet proven by clear and convincing evidence that any or all of the claims of Bridgestone's '852 patent are invalid as anticipated or obvious?

	YES	NO
Claim 1		
Claim 6		
Claim 7		

A "YES" answer is a finding for Acushnet.

A "NO" answer is a finding for Bridgestone.

E. The '652 Patent

QUESTION 12: Has Acushnet proven by clear and convincing evidence that any or all of the claims of the Bridgestone's '652 patent are invalid as anticipated or obvious?

	YES	NO
Claim 1		
Claim 5		
Claim 9		

A "YES" answer is a finding for Acushnet.

A "NO" answer is a finding for Bridgestone.

F. The '961 Patent

QUESTION 13: Has Acushnet proven by clear and convincing evidence that claim 2 of Bridgestone's '961 patent is invalid as anticipated or obvious?

	YES	NO
Claim 2		

A "YES" answer is a finding for Acushnet.

A "NO" answer is a finding for Bridgestone.

G. The '791 Patent

QUESTION 14(a): Has Acushnet proven by clear and convincing evidence that any or all of the claims of the Bridgestone's '791 patent is invalid as obvious?

	YES	NO
Claim 11		
Claim 13		
Claim 16		
Claim 26		

QUESTION 14(b): Has Acushnet proven by clear and convincing evidence that any or all of the claims of the '791 patent are indefinite, non-enabled or fail the written description requirement?

	YES	NO
Claim 11		
Claim 13		
Claim 16		
Claim 26		

A "YES" answer is a finding for Acushnet.

A "NO" answer is a finding for Bridgestone.

III. INFRINGEMENT OR NON-INFRINGEMENT OF ACUSHNET'S PATENTS

A. The '861 Patent

QUESTION 15: Has Acushnet proven by a preponderance of the evidence that Bridgestone infringed the following claim of U.S. Patent No. 4,729,861:

	YES	NO
Claim 1		

A "YES" answer is a finding for Acushnet.

A "NO" answer is a finding for Bridgestone.

B. The '587 Patent

QUESTION 16: Has Acushnet proven by a preponderance of the evidence that Bridgestone infringed any or all of the following claims of U.S. Patent No. 4,936,587:

	YES	NO
Claim 1		
Claim 26		

A "YES" answer is a finding for Acushnet.

A "NO" answer is a finding for Bridgestone.

C. The '367 Patent

QUESTION 17: Has Acushnet proven by a preponderance of the evidence that Bridgestone infringed the following claim of U.S. Patent No. 5,080,367:

	YES	NO
Claim 1		

A "YES" answer is a finding for Acushnet.

A "NO" answer is a finding for Bridgestone.

D. The '705 Patent

QUESTION 18: Has Acushnet proven by a preponderance of the evidence that Bridgestone infringed the following claim of U.S. Patent Nos. 6,818,705:

	YES	NO
Claim 4		

A "YES" answer is a finding for Acushnet.

A "NO" answer is a finding for Bridgestone.

IV. INVALIDITY OR VALIDITY OF ACUSHNET'S '705 PATENT

A. *The '705 Patent*

QUESTION 19: Has Bridgestone proven by clear and convincing evidence that the following claim from U.S. Patent Nos. 6,818,705 is invalid:

	YES	NO
Claim 4		

A "YES" answer is a finding for Bridgestone.

A "NO" answer is a finding for Acushnet.

V. LACHES

QUESTION 20:: Has Acushnet proven by the preponderance of the evidence that Bridgestone delayed unreasonably in bringing this lawsuit and that Acushnet was harmed by the delay?

YES	NO

A “YES” answer is a finding for Acushnet.

A “NO” answer is a finding for Bridgestone.

VI. DAMAGES

If you found that a party has infringed at least one valid claim of the other party's patents, please answer the following questions regarding your damages award:

QUESTION 21: What amount of damages, if any, has Bridgestone proven by a preponderance of the evidence? \$ _____.

QUESTION 22: What amount of damages, if any, has Acushnet proven by a preponderance of the evidence? \$ _____.

Dated: June __, 2007

Signature of Foreperson:

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CERTIFICATE OF SERVICE

I, David E. Moore, hereby certify that on May 22, 2007, the attached document was hand delivered to the following persons and was electronically filed with the Clerk of the Court using CM/ECF which will send notification to the registered attorney(s) of record that the document has been filed and is available for viewing and downloading:

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I hereby certify that on May 22, 2007, I have Electronically Mailed the documents to the following:

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